

TFC Contract No. 18-165-000
GSC Architects
Amendment No. 1
RFQ No. 303-8-00412
Project No. 18-002-8601

**AMENDMENT NO. 1
TO THE
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
GRAEBER, SIMMONS & COWAN, INC., D/B/A/ GSC ARCHITECTS**

This Amendment No. 1 to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as "Amendment No. 1") is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC") a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.25) and Graeber Simmons & Cowan Architects, Inc. d/b/a GSC Architects (hereinafter referred to as "A/E"), located at 3100 Alvin Devane Boulevard, Building A, Suite 200-B, Austin, Texas (hereinafter referred to collectively as the "Parties"), to amend the original Professional Architectural/Engineering Services Agreement between the Parties.

Recitals:

WHEREAS, on April 13, 2018, the Parties entered into that one certain *Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Graeber, Simmons & Cowan, Inc. dba GSC Architects* (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement, for the purpose of providing for Additional Services and Fees as more particularly described below; and

WHEREAS, subject to Contract Section 11.28, Entire Agreement and Modification, such modification may only be effected by a written amendment to the Contract; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances;

NOW THEREFORE, the Parties hereby agree as follows:

1. The parties hereby agree to modify ARTICLE II - DESCRIPTION OF PROJECT AND SCOPE OF SERVICES, SECTION 2.1 - DESCRIPTION OF PROJECT by reflecting additional furniture, fixture and equipment selection services for the Texas School for the Blind and Visually Impaired Residential Administration and Weekends Home Transportation Facility, Building 612. Services shall include but are not limited to: (i) client design meetings; (ii) preparation of drawing and specifications; (iii) review of bids; and (iv) oversight of installation as further depicted in A/E's

TFC Contract No. 18-165-000
GSC Architects
Amendment No. 1
RFQ No. 303-8-00412
Project No. 18-002-8601

proposal dated December 4, 2018, attached hereto and by this reference incorporated herein for all purposes and collectively referred to as "Exhibit A-1."

2. The parties hereby agree to modify ARTICLE IV – CONSIDERATION, SECTION 4.1. – CONTRACT LIMIT – FEES AND EXPENSES, SUBSECTION 4.1.1.1. – FIXED FEE, PARAGRAPH 4.1.1.1. – FIXED FEE by reflecting additional compensation to the A/E for services under this Amendment No. 1 in the amount of Eight Thousand Two Hundred and No/100 Dollars (\$8,200.00), thus increasing the total amount of the Agreement from One Hundred Sixty-Six Thousand Forty-Six and No/100 Dollars (\$166,046.00), to a total not to exceed amount of One Hundred Seventy-Four Thousand Two Hundred Forty-Six and No/100 Dollars (\$174,246.00).

3. The parties hereby agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS BY A/E, by adding Section 6.1.16, Prohibition Against Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations, as follows:

"6.1.16 PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed."

3. Unless provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initials caps in the Agreement, as amended, as applicable.

4. All other terms and conditions of the Agreement not otherwise specifically amended hereby shall remain in full force and effect.

[This Space Intentionally Left Blank]

TFC Contract No. 18-165-000
GSC Architects
Amendment No. 1
RFQ No. 303-8-00412
Project No. 18-002-8601

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

By: 
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of Execution: 12/14/2018 | 3:33 PM CST

G.C. NRG

Dir. MM

D.E.D. MM

GSC ARCHITECTS

By: 
77AD5E93E64C498...

Joseph N. LaRocca, AIA

Principal

Date of Execution: 12/14/2018 | 3:23 PM CST

TFC Contract No. 18-165-000
GSC Architects
Amendment No. 1
RFQ No. 303-8-00412
Project No. 18-002-8601

EXHIBIT A-1

A/E'S PROPOSAL DATED DECEMBER 4, 2018



GSC Architects

December 4, 2018

PROPOSAL:

TSBVI – Residential Administration Building 612, Furniture, Fixtures, and Equipment (FF&E)

ATTENTION:

Dorothy Spearman
Project Manager
Texas Facilities Commission
Facilities Design & Construction
1711 San Jacinto Blvd.
Austin, TX 78701

ARCHITECT/DESIGNER:

GSC Architects
3100 Alvin DeVane Blvd.
Building A, Suite 200-B
Austin, TX 78741

TEXAS FACILITIES COMMISSION is hereinafter referred to as the "Client" and GSC ARCHITECTS is hereinafter referred to as "Architect/Designer".

ASSUMPTIONS:

Architect/ Designer to work with Rockford Business Solutions to provide specifications for furniture for locations noted below. Furniture budget is assumed to be \$160,000.00, with an install time between July and August of 2019.

- Multi-Purpose Room 1 – Stackable Chairs, White Boards, Training Tables, and Dolly's
- Multi-Purpose Room 2 – Conference Table, Task Chairs, White Boards, Trash/ Recycling Container
- Admin and Offices – Desk, Stackable Guest Chairs, Task Chairs, Moveable Pedestals, and White Boards
- Restrooms – Rolling Cabinet
- Janitors Closet – Wall mounted Shelving
- Weekend Home - Stackable Chairs, Task Chair, Desk, Tack board, Moveable Shelving

DESCRIPTION OF SERVICES:

Architect/Designer will provide the following services:

1. **Furniture Selection** - Architect/Designer will coordinate the following furniture, fixture, and equipment selection services:
 - Coordinate procurement of furniture;
 - Attend meetings with furniture vendor(s) to finalize layout, selections and finish options.
 - Conduct one (1) Client meeting to review needs and preferences.

AUSTIN

3100 Alvin Devane Blvd
Bldg A, Suite 200-B
Austin, Texas 78741
Phone: 512.477.9417

SAN ANTONIO

200 E Grayson
Suite 122
San Antonio, Texas 78215
Phone: 210.249.5234

- Conduct one (1) Client design meeting to review preliminary furniture and furniture finish options. (Architect/ Designer will provide up to two (2) furniture and finish palette options)
- Conduct one (1) Client meeting to review final (refined) furniture and furniture finish options.
- Develop installation plan.
- Develop specifications package.
- Review furniture bid.
- GSC will incorporate final furniture drawings into documents
- Perform punch-list walk through of installed furniture.

Note: Show room tour, sit tests and request beyond scope of work indicated to be billed hourly upon request.

ARCHITECT/DESIGNER COMPENSATION:

The Project Fee has been established as follows. Fees will be invoiced as a percentage of completion each month during the work described herein.

Architecture/Interior Design – TSBVI – Residential Administration Building 612 - FF&E			
Architecture/ Interior Design Services	Rate	Extension	Cost
Furniture Selection	Lump Sum	Lump Sum	\$8,200.00
TOTAL	Lump Sum	Lump Sum	\$8,200.00

PROFESSIONAL FEES:

Hourly fees are invoiced according to the following rate schedule:

Architecture/Interior Design Staff	Hourly Rate
Principal	\$225.
Senior Project Manager	\$160.
Architect I	\$120.
Designer	\$100.
Architectural Intern	\$85.
Interior Designer I	\$105.
Interior Design Intern I	\$90.
Administration	\$70.

This Agreement becomes invalid if not signed within thirty (30) days of Proposal date.

AUSTIN

3100 Alvin Devane Blvd
Bldg A, Suite 200-B
Austin, Texas 78741
Phone: 512.477.9417

SAN ANTONIO

200 E Grayson
Suite 122
San Antonio, Texas 78215
Phone: 210.249.5234